

Cover Sheet for Invitation to Bid Bid #1469 – Sale of Surplus Printers

If you are submitting a Bid or a Response to a Request for Proposal, Please

 Appropriately <u>Label</u> your documents in a sealed envelope or box;

and

2. <u>Deliver</u> the sealed documents to the Office of the <u>City Clerk</u>;

and

3. Be certain that your submittal is <u>date and</u> <u>time stamped</u> by the office of the City Clerk.

Courier Delivery Address

1 East First Street, 2nd Floor Reno, NV 89505

CITY OF RENO

Purchasing Division P.O. Box 1900 Reno, NV 89505 (775) 334-2080 (775) 334-2409 fax taylorm@reno.gov



Date: January 23, 2014

Invitation to Bid No. 1469 THIS IS NOT AN ORDER

INVITATION AND ADVERTISED INVITATION TO BID

Sealed Bids will be received until 3:00 pm	at the O	Office of the	City Clerk	k, City Hall,	1 East	First
St., Reno, NV 89501 on January 31, 2014	. Said Bi	ids shall be	publicly o	pened and	names i	read
aloud at 3:05 pm January 31, 2014.						

Matthew Taylor, Senior Management Analyst

The City of Reno is currently accepting sealed Bids for the sale of surplus printers. It is the express intent of this bid solicitation to award to the highest responsive, responsible bidder(s) to purchase equipment from the City of Reno.

This solicitation is made in compliance with Nevada Revised Statute 332. Any appeal and or Protest shall be in conformance with 332.068 and the protest requirements stated in this bid.

Technical questions and other assistance regarding this solicitation may be directed to Matthew Taylor taylorm@reno.gov and Jill Olsen at olsenj@reno.gov

Per the attached Terms, Conditions, and Requirements

Firm Name	subject to all Terms and Conditions thereof, the
Address	undersigned offers and agrees if Rid is
City	services listed herein at the fees and terms stated. I also acknowledge receipt of <u>21</u> pages
State Zip	Call T. L. B. D. I
Telephone	Signature
Fax	Print Name
E-Mail	Print Title

SUBMIT ONE (1) ORIGINAL OF SUBMISSION

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Invitation to Bid Process and Rules

1. Invitation to Bid Schedule

Schedule of Events	Date
BID Released	1/23/14
Equipment Viewing	1/28/14
Last Day to submit Questions	1/29/14
All Addendums to be posted to reno.gov by	1/30/14
Sealed Proposals Due to City of Reno	1/31/14
Proposed Award Date by City Council	TBD
Implementation	TBD

The City of Reno reserves the right to modify this schedule at The City's discretion. Notification of changes in the Invitation to Bid, due date, and deadline for questions will be posted on the City website at www.reno.gov or as otherwise stated herein. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the City.

Description of Scheduled Events

Equipment Viewing – On January 28, 2014 between 2:00pm and 4:00pm, the printers will be available to be seen in the basement at 450 Sinclair St, Reno, NV 89505.

<u>Deadline For Questions</u> – The deadline for any questions concerning the Invitation to Bid is January 29, 2014 at 3:00 pm local time (Reno). Any questions submitted after the deadline will not be responded to.

All Addendums to be posted by – All addendums to the Invitation to Bid shall be posted to the City's website at www.reno.gov no later than 5:00 p.m. local time (Reno) on January 30, 2014. All proposals submitted for this Invitation to Bid must have all addendums attached and acknowledged. Any proposal that does not include the addendums will be rejected.

<u>Sealed proposal due to City</u> – The due date for the sealed Invitation to Bid response is January 31, 2014 at 3:00 p.m. local time (Reno). All proposals received after the date and time set for receipt shall be disqualified from consideration and thus deemed rejected. The City will not consider or be responsible for errant delivery or late performance by courier service.

2. Questions/ Clarifications

Questions regarding the Invitation to Bid shall be directed to the Finance Department via e-mail at taylorm@reno.gov in writing. Copy of any questions should also be sent to Jill Olsen at olsenj@reno.gov. Questions should be submitted in accordance with the Invitation to Bid Schedule. If any questions or responses require revision to this solicitation as originally published, such revisions will be by formal addendum only. If the solicitation includes a contact person for technical information, any oral or written representations made by this or any person shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the City. To determine whether any representations made require an amendment be issued, please contact Matthew Taylor, Senior Management Analyst, at (775) 334-3104.

3. Addendums

All addendums to this Invitation to Bid shall be issued by the City of Reno in writing. Material changes affecting the material or the bidder's cost estimate shall have no standing with the City of Reno if not sanctioned by written addendum.

4. Invitation to Bid Receipt and Opening Time

It is mandatory the bids are **signed by a duly authorized representative of the firm,** time stamped and received at City of Reno City Clerk's Office no later than 3:00 pm, January 31, 2014.

Late bids shall be disqualified from consideration.

Sealed bids shall be opened at City of Reno Purchasing Division Offices at 3:05 pm, January 31, 2014.

5. Preparation of Bid

Bidder shall examine all specifications, specific instructions, and terms and conditions of the Invitation to Bid. Failure to do so will be at Bidder's risk.

Any addenda issued shall forthwith become an integral part of the bid. Bidder shall be required to acknowledge receipt of the same by signing and returning the addenda with the original bid document.

Bidder shall furnish the required information typed or written in ink.

The person signing the bid must initial erasures or other changes in ink.

In the space provided, a duly authorized representative of the bidding firm shall sign the bid document.

Bidder shall proofread his bid carefully for errors.

Prices quoted shall be F.O.B. shipping point, within the Reno/Sparks

general area and shall be inclusive of all costs and exclusive of Federal and State taxes. The winning bidder will be responsible for the pickup and moving of the surplus assets.

In the event of a difference between a unit price and the extended price, the unit price shall govern.

Technical specifications contained herein shall be considered "optimum". However, a bidder deviating from the specifications must specify in the exception section any and all exceptions. Failure to note exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. Alternate bid proposals shall be considered provided said alternate (s) are fully described and accompanied by brochures literature specifications or a combination thereof. The City's decision with respect to equivalents shall be final.

6. Submission of Invitation to Bid

Bidder shall sign and return the ENTIRE BID DOCUMENT.

Bids and addenda thereto shall be enclosed in a sealed envelope addressed to the City of Reno, City Clerks Office, P.O. Box 1900, Reno, NV 89505. Bids must be identified as Skid Mounded De-Ice Spray System, Bid 1468. Bidders are cautioned that the City postal pickup is one time per day at approximately 7:15 am. Bids that are not in the Postal Box for pickup on the due date shall be considered late.

In order for a bid to be considered, it shall be mandatory that the bid document be received and time-stamped at City of Reno, City Clerks Office no later than the receiving time specified in the bid document.

The City of Reno shall not be responsible for the premature opening of a bid, which is not properly addressed or identified.

A bid submitted by electronic telephone, telegraphic notice, or facsimile will not be accepted.

Prices offered shall **only** be considered if they are provided in the appropriate space(s) on the bid schedule. For consideration, any additions or deductions to the bid prices offered must be shown under the exception section of the bid. Extraneous numbers, prices, comments etc. appearing elsewhere on their bid shall be deemed to have no effect on the prices offered in the designated locations.

The City of Reno shall provide a copy of the bid results to those bidders requesting such, provided that a stamped, self-addressed envelope is included with the bidder's response.

7. Late Bid

A bid received after the receiving time specified shall be rejected and marked "LATE BID – DO NOT OPEN."

BIDDERS NOTE THAT THE RECEIVING TIME IS DIFFERENT FROM THE OPENING TIME.

8. Withdrawal of Bid

A bid may be withdrawn by written or telegraphic notice, provided such a notice is received prior to the date and time set for the bid opening.

A request for withdrawal of bid received after the scheduled bid opening will not be considered.

9. Specifications

Please see the Technical Specifications Sheet.

10. Guarantee/Warranty

The surplus printers will be sold as used equipment and sold on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. CITY MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY CITY IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT. Purchaser assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. City will have no liability with respect to the Equipment sold to winning bidder, including having no liability for indirect, incidental or consequential damages.

11. Tax Exemption

The City of Reno is exempt from Nevada State Sales Tax by act of the Nevada State Legislature, NRS 372.325, which exempts all local governments within the State of Nevada. The City of Reno is also exempt from Federal Excise Tax.

12. Bid Evaluation

Bids shall be evaluated with considerations being price, responses to questions posed within the bid document related to process, references and on the basis of conformance to specifications, terms and conditions of the invitation to Bid as stated herein as set forth in Attachment A.

13. Cancellation

The City of Reno reserves the right to cancel a resultant Agreement upon thirty (30) days written notice.

Cancellation may occur in the event the type, quality and/or work is unsatisfactory to The City of Reno.

In the event successful bidder does not perform in an acceptable and/or satisfactory manner or is in default for whatever reason, the City of Reno reserves the right to cancel the resultant agreement and to assess cover charges for any difference between the original bid price and the cost to procure said product/service from an alternate source.

In the event that successful bidder shall default or is terminated for default, they shall not be considered a responsible bidder for surplus printers sales and shall be recommended to the Reno City Council, for debarment from doing business with the City of Reno for at least one (1) year after the termination of the term of the defaulted agreement.

14. Assignment

No Assignment of any agreement resulting from this award of this bid shall be allowed, including the right to receive payment, without the express written permission of the City of Reno.

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GENERAL TERMS AND CONDITIONS

1. Notice of Rights

- The City of Reno reserves the right to reject any or all bids or any part thereof.
- The City of Reno reserves the right to waive any minor informalities or irregularities.
- The City of Reno reserves the right to require such surety as may be deemed necessary for the protection of the City of Reno, or to ensure the satisfactory performance of a contractor in accordance with the specifications and bid documents.
- The City of Reno reserves the right to withhold award for a period of ninety (90) days from the date of bid opening.
- The City of Reno reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. Bids identified on the basis of "All or Nothing" will be excluded from this provision.
- The City of Reno is a tax exempt public entity and is not subject to federal excise, state, or local taxes. No additional taxes may be added or "passed through".
- The City of Reno <u>may</u> require a full demonstration of any item bid at vendor's expense.

2. Preparation of Bids

- Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.
- Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.
- Bids should be proofread carefully for any errors.
- Any irregularities or lack of clarity in any of the bid documents attached hereto should be brought to the attention of the Purchasing Manager as soon as possible so that corrective addenda may be furnished to all bidders.
- Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the bid.
- In the case of a difference between written words and figures, the amount stated in written words shall govern.
- In the case of a difference between a unit price and the extended price, the unit price shall govern.

All additions, deletions or exceptions are to be listed on the page marked as such. If there are none, print "NONE" and return the page with the submitted bid. Failure to return or sign the exception page will be presumed as no exceptions are being taken and all terms, conditions, and specifications are being met. **Any pricing information being offered MUST either be submitted on the bid**

document cost sheet or specifically detailed on the "Exception Page". Pricing information offered in other areas of the bid package <u>WILL NOT</u> be considered.

For bidding assistance with this bid, contact Matthew Taylor, Senior Management Analyst at (775) 785-3104

Bidders shall note that alterations in the bid language shall be cause for bid rejection. If exceptions are taken or alternatives offered, complete descriptions must be shown separately.

All prices quoted shall be F.O.B. shipping point. No additional charges for freight, packaging, handling, etc., shall be allowed.

Bidders are instructed to use City bid forms and complete the requested information fully, i.e., pricing, bid schedules, specification descriptions, exceptions, disclosure of principals, etc. Failure to do so may be cause for bid rejection. If additional space is needed, attach additional sheets referencing the appropriate section.

3. Award of Contract

- A. The City of Reno will award the contract on the basis of the bid or bids most advantageous, in addition to price, the City may consider the following;
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;
 - c. The character, integrity, reputation judgment, experience and efficiency of the bidder;
 - d. The quality of performance on previous contract;
 - e. The previous compliance of laws by the bidder;
 - f. The financial responsibility of the bidder to perform the contract or provide the service;
 - g. The limitations of any license the bidder may be required to possess;
 - h. The quality, availability, and adaptability of the product or service;
 - i. The ability of the bidder to provide future maintenance and service:
 - j. The number and scope conditions attached to the bid;
 - k. The life-cycle, maintenance and performance of the equipment or product being offered; and
 - I. Or any other basis as allowed by law.
- B. A purchase order, mailed or otherwise furnished by the Purchasing Division to the successful bidder, is a binding contract without further action by either party.
- C. The Purchasing Division will notify all unsuccessful bidders of the bidding results, and will return with such notice any surety held for bonding.

- D. The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Reno.
- E. The technical specifications contained herein shall be considered "optimum" to the standard material, and is not intended to restrict bids, evaluation of bids, and recommendation for award of the material to specific manufacturer or from a specific point of origin. Alternatives and/or exceptions to the specifications shall be given consideration in the resultant bid evaluation

PROVIDED:

- 1. Each alternative and/or exception shall be entered on separate sheets stating page number, item, and/or sub-item number and a detailed description of all items offered as alternatives or exceptions. However,
- 2. The City of Reno shall reserve the right and privilege to accept or reject any or all bids offered, based solely on the judgment of City of Reno staff as to the value of the offers to the City of Reno.
- F. The resultant agreement may be extended at the discretion of the City if determined to be in the best interest of the using agency.
- G. Performance standards shall be construed that bidder shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures to perform the contract subject to the City's final approval.

4. Default of Contract

- A. In case of default by the contractor (successful bidder), the City may procure the product(s) or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- B. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.

6. Appeal by Unsuccessful Bidder

- A. Bidder may appeal a pending bid award prior to award by the Reno City Council as established in NRS 332.068.
- B. Bidder must submit a written appeal in accordance with the requirements set forth herein to the Purchasing Program Manager within five business days from the date of the letter notifying of intent to award the bid.
- C. The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to

25% of the value of the contract with the Purchasing Division in order to have their appeal heard by the City Council. Any and all bonds are subject to the approval of the Reno City Attorney. In the event the appeal is not upheld by the City Council, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the City because of the unsuccessful appeal.

- D. The route of appeal is the Assistant Finance Director, Finance Director and City Manager, or designee, and must be followed sequentially.
- E. No bid protests will be heard by the Reno City Council unless the bidder has followed the appeal process route.

Claims against Protest Bonds:

The City shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the City Council. The City may:

- 1. Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
- 2. Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
- 3. Claim the City Attorney's time and costs in processing, considering and/or defending against an award protest.
- 4. Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
- 5. Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a contract to a selected solicitation response.
- 6. Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a contract to a selected solicitation response.

Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting City department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the contract award(s) stayed by the protest, without disclosing any bid information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the City Council. A protester may withdraw a protest in writing at any time prior to a decision of the City Council, but any withdrawal more than seven (7) calendar days after the issue date of the City's estimate of the basis of potential claims shall, upon City Council's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior

to its return to the protester. At a minimum the estimate of the basis of potential claims shall include:

- 1. If relevant, the date the current contract expires.
- 2. If relevant, the rate per year paid (or revenue earned) on the current expiring contract.
- 3. If relevant, the cost per year to complete the solicitation's anticipated work with City staff, equipment and materials.
- 4. The date the stayed contract award would have begun in the absence of the protest and its anticipated term.
- 5. The estimated rate per year to be paid (or revenue earned) on the stayed contract award.
- 6. The rate per hour to be paid to any relevant independent contractors, consultants or contracted attorneys as a result of the protest.
- 7. An estimate of any anticipated staff time and costs in processing, considering and/or defending against the protest.
- 8. An estimate of necessary extraordinary employee overtime salary in processing, considering and/or defending against the protest
- 9. The rate per hour for City Attorney services and any estimated costs in processing, considering and/or defending against the protest.
- 10. Disclosure of the amounts of any gifts, grants or other government or private financial participation that might be lost due to the protest.
- 11. Disclosure of any known seasonal, labor, equipment or materials costs that are materially time-sensitive and might result in financial damages to the City due to the protest.
- 12. Disclosure of any other anticipated consequential financial damages

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EXCEPTIONS

Does the bidder take exception to any of the and attachment thereto, or specifications? _ the specific nature of the exception or clarific additional sheet(s) if necessary.	Yes No If yes, please indicate			
	In compliance with this "Invitation to Did"			
Address	In compliance with this "Invitation to Bid" and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any and all			
City State Zip	goods and services described herein at the prices, terms and delivery stated			
Telephone	Signature			
Fax	Print Name			
E-Mail	Print Title			
Bidders Federal Tax ID #(May be requested at a later date)				

If further space is required, please attach additional sheets

DISCLOSURE OF PRINCIPALS Please print or type

Company Name	Telephone Number with area code			
Street Address	Facsimile Number with area code			
City, State and Zip Code	Federal Tax Identification Number			
Names of Officers or Owners of Concer	rn, Partnership, Etc			
Name	Official Capacity			
Street Address	City, State and Zip Code			
Name	Official Capacity			
Street Address	City, State and Zip Code			
Name	Official Capacity			
Street Address	City, State and Zip Code			
Name	Official Capacity			
Street Address	City, State and Zip Code			
Name	Official Capacity			
Street Address	City, State and Zip Code			

I/ we hereby certify the Instructions and Terms and Conditions have been read and agree to:				
(Print)				
Address				
Phone				
Fax				
Representative				
Print Name				
Signature				
Vendor acknowledges	pages of this bid. Date			

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ATTACHMENT A

SCOPE AND REQUIREMENTS

1. <u>Sale of Used Equipment</u>. The City of Reno intends to sell surplus equipment listed below, which is to be picked up and removed from City premises **no later than 5:00 pm on Friday, February 14, 2014**. Please indicate the bid amount in the space provided.

Heidelberg PrintMaster PQM 46-2 digital printing press, identified as City Asset #002351.





Heidelberg PrintMaster PQM 46-2 Digital Printing Press

Bid	Φ				
DIU	·Τ				

Canon IR-7105 and Canon Saddle Finisher, Puncher Unit, Document Inseration, Side Paper Deck, Paper Folding Identified as No. SXZ014553
Micropress Production Set
Connectivity Kits/ 22" Dell Monitor
1000 MBPS NIC/1000 MBPS Hub
Micropress Stand





Canon IR-7105 and Canon Saddle Finisher, Puncher Unit, Document Inseration, Side Paper Deck, Paper Folding Identified as No. SXZ014603
Micropress Production Set
Connectivity Kits/ 22" Dell Monitor
1000 MBPS NIC/1000 MBPS Hub
Micropress Stand





Canon IR-7105 and ancillary attachements ID No. SXZ014603 Bid \$_____

Canon C-7000, Image Reader, DADF, Finisher, Puncher Unit, Image Press Server, Pod Deck.



Canon IR-4580 and ancillary attachments Bid \$_____

- 2. <u>Purchase Price</u>. The purchase price for the equipment will be based on the individual bids received. Each bidder will be bidding on individual printers/equipment and the highest bid will be the winner.
- 3. <u>Payment</u>. Payment of the full purchase price shall be made to City of Reno at the time the winning bid picks up the Equipment located at 450 Sinclair St, Reno, NV 89505.
- 4. <u>Taxes</u>. The City is a tax-exempt governmental entity under applicable laws of the State of Nevada.
- 5. Removal, Transport, Site Preparation and Installation. The winning bidder at its sole liability, risk and expense, shall be responsible for removing, loading, transporting, preparing a site suitable for the installation, and operating of the Equipment.
- 6. <u>Delivery, Title and Risk of Loss</u>. The winning bidder shall make acceptable arrangements with the City for pick-up and delivery of the Equipment. Any associated expenses shall be paid by the winning bidder. Title to and risk of loss or damage to all Equipment purchased by winning bidder will pass to the winning bidder upon pick-up of the equipment.
- 7. <u>Acceptance</u>. "Acceptance" of the Equipment shall be deemed to occur on the date when the winning bidder picks-up the Equipment from City premises.
- 8. <u>Warranty</u>. The Equipment to be sold is used-equipment and sold on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis. CITY MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY CITY IS A WARRANTY THAT SELLER IS THE OWNER OF THE USED EQUIPMENT. The winning bidder assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. City will have no liability with respect to the Equipment sold to the winning bidder, including having no liability for indirect, incidental or consequential damages.
- 9. <u>Ownership and Authority</u>. City warrants that it owns the Equipment, free and clear of any encumbrances.
- 10. <u>Pickup by Winning Bidder</u>. The winning bidder will be expected to make arrangements to have the equipment picked up at 450 Sinclair St, Reno, NV 89505 **no later than 5:00 pm on Friday, February 14, 2014**. The winning bidder will be notified in advance so arrangements can be planned out and coordinated with City staff.